

COUNTY COUNCIL

OF

HARFORD COUNTY, MARYLAND

BILL NO. 97-65

Introduced by Council President Parrott at the request of the County Executive

Legislative Session Day No. 97-37

Date: December 9, 1997

AN ORDINANCE approving and providing for a multi-year Installment Purchase Agreement by Harford County, Maryland to acquire development rights in up to 65 acres of agricultural land located at 4228 Graceton Road, Pylesville, Maryland from Thomas I. Martin, Samuel M. Martin and Steven D. Martin, or any other owner thereof for a maximum purchase price of \$1,703.22 per acre or portion thereof (excluding one acre for any existing residential dwelling); providing that the County's obligation to pay such purchase price and interest thereon shall be a full faith and credit general obligation of the County; providing for the levying of taxes for such payments; authorizing the County Executive to make modifications in such Agreement under certain circumstances; providing for and determining various matters in connection therewith.

By the Council, December 9, 1998

Introduced, read first time, ordered posted and public hearing scheduled

on: January 6, 1998

at: 7:30 p.m.

By Order: James D. Varnog, Acting Council Administrator

PUBLIC HEARING

Having been posted and notice of time and place of hearing and title of Bill having been published according to the Charter, a public hearing was held on January 6, 1998, and concluded on January 6, 1998.

James D. Varnog, Acting Council Administrator

EXPLANATION:

CAPITALS INDICATE MATTER ADDED TO EXISTING LAW. [BRACKETS] indicate matter deleted from existing law. Underlining indicates language added to Bill by amendment. Language lined through indicates matter stricken out of Bill by amendment.

RECITALS

1
2 In accordance with the provisions of Section 524 of the
3 Charter of Harford County (the "Charter"), the Annual Budget and
4 Appropriation Ordinance of Harford County, Maryland (the "County")
5 the Budget for fiscal year 1998 (the "Budget Ordinance") includes
6 a project permitting the County to enter into installment purchase
7 agreements to acquire development rights in agricultural lands
8 located within the County, which Budget Ordinance was adopted by
9 the County Council of Harford County, Maryland (the "County
10 Council") as part of the Budget Ordinance, in accordance with the
11 Charter.

12 Section 520 of the Charter provides that "any contract, lease
13 or other obligation in excess of three thousand dollars (\$3,000)
14 requiring the payment of funds from the appropriations of a later
15 fiscal year shall be authorized by legislative act, and Section 524
16 of the Charter provides that the County may incur debt and pursuant
17 to Bill No. 93-2 passed by the County Council on April 6, 1993,
18 approved by the County Executive of the County on April 20, 1993,
19 and effective on June 21, 1993 (the "Authorizing Act"), the County
20 has been authorized and empowered to enter into installment
21 purchase agreements to purchase easements for agricultural land
22 preservation purposes.

23 The Authorizing Act provides that after review by the Harford
24 County Agricultural Advisory Board in accordance with the County's
25 Easement Priority Ranking System and approval by the Harford County
26 Board of Estimates, the County Council, may approve and provide for

1 the acquisition of the development rights in each particular parcel
2 of agricultural land, as defined in the Authorizing Act.

3 Attached to this Ordinance as Exhibit A is an application to
4 sell a development rights easement signed by the landowner where
5 agricultural land is the subject of this Ordinance.

6 Attached to this Ordinance as Exhibit B are records of The
7 Harford County Agricultural Advisory Board evaluating all
8 applications to offer development right easements to the County,
9 with each application ranked pursuant to the County's easement
10 priority ranking system.

11 The County has now determined to enter into an Installment
12 Purchase Agreement with Thomas I. Martin, Samuel M. Martin and
13 Steven D. Martin or any other person who is or becomes the owner of
14 all or any portion of the Land (hereinafter defined) prior to
15 execution and delivery of such Agreement, in order to acquire the
16 development rights in approximately 65 acres, more or less, of
17 agricultural land located at 4228 Graceton Road, Pylesville,
18 Maryland within the County for an aggregate purchase price not in
19 excess of \$110,709.30, plus interest thereon, the actual amount of
20 the purchase price to be equal to the lesser of such maximum amount
21 or \$1,703.22 times the number of acres in such land (minus one acre
22 for any existing residential dwelling located thereon), upon the
23 terms and conditions hereinafter set forth.

24 NOW, THEREFORE:

25 SECTION 1. BE IT ENACTED BY THE COUNTY COUNCIL OF HARFORD
26 COUNTY, MARYLAND, That

1 (a) Harford County, Maryland (the "County") shall enter
2 into an Installment Purchase Agreement (the "Installment Purchase
3 Agreement") with Thomas I. Martin, Samuel M. Martin and Steven D.
4 Martin or any person who is or becomes the owner of all or any
5 portion of the Land (hereinafter defined) prior to the execution
6 and delivery of the Installment Purchase Agreement (the "Seller")
7 in order to acquire the development rights in approximately 65
8 acres of land, more or less, located at 4228 Graceton Road,
9 Pylesville, Maryland within the County (the "Land"), for an
10 aggregate purchase price not in excess of \$110,709.30 (the
11 "Purchase Price"), plus interest thereon as hereinafter provided;
12 provided that the actual amount of the Purchase Price shall be
13 equal to the lesser of such maximum amount or \$1,703.22 multiplied
14 by the number of acres in the Land (minus one acre for any existing
15 residential dwelling located thereon);

16 (b) The Installment Purchase Agreement shall be in
17 substantially the form attached hereto as Exhibit C and made a part
18 hereof, and in such form the Installment Purchase Agreement is
19 hereby approved as to form and content. The Installment Purchase
20 Agreement shall be dated as of the date of its execution and
21 delivery by the County and the Seller (the "Closing Date");

22 (c) A portion of the Purchase Price, in the amount
23 determined as hereinafter provided, shall be paid in cash on the
24 Closing Date. The balance of the Purchase Price shall be paid to
25 the Seller in each year thereafter to and including a date not more
26 than twenty (20) years after the Closing Date. The dates on which

1 each such installment is payable shall be determined by the County
2 Executive and the Treasurer and shall be inserted in the form of
3 the Installment Purchase Agreement attached hereto as Exhibit C;

4 (d) Interest on the unpaid balance of the Purchase Price
5 shall accrue from the Closing Date and shall be payable at least
6 annually in each year, commencing on the first of such dates to
7 follow the Closing Date and continuing to and including a date not
8 more than 20 years after the Closing Date at an interest rate equal
9 to the yield on U.S. Treasury STRIPS maturing on the date next
10 preceding the final maturity date in the Installment Purchase
11 Agreement determined as of the business day preceding the Closing
12 Date and rounded to the next highest 0.05% per annum. Interest
13 shall be calculated on the basis of a 360-day year of twelve 30-day
14 months;

15 (e) The County's obligation to make payments of the
16 Purchase Price under the Installment Purchase Agreement and to pay
17 interest thereon is and shall be a general obligation of the County
18 and is and shall be made upon its full faith and credit.

19 SECTION 2. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
20 HARFORD COUNTY, MARYLAND,

21 That it is hereby found and determined that:

22 (a) The acquisition of the development rights in the
23 Land as set forth in Section 1 of this Ordinance and in the form of
24 the Installment Purchase Agreement attached hereto as Exhibit C is
25 in the best interests of the County;

1 (b) The Installment Purchase Agreement is a contract
2 providing for the payment of funds at a time beyond the fiscal year
3 in which it is made and requires the payment of funds from
4 appropriations of later fiscal years;

5 (c) Funds for the payment of the Purchase Price under
6 the Installment Purchase Agreement are included in the Budget
7 Ordinance, As Amended;

8 (d) The County shall acquire the development rights in
9 the Land in perpetuity;

10 (e) The Purchase Price is within the legal limitation on
11 the indebtedness of the County as set forth in Article 25A, § 5(P)
12 of the Annotated Code of Maryland;

13 (f) The cost of acquiring the development rights in the
14 Land is equal to the Purchase Price;

15 (g) The only practical way to acquire the development
16 rights in the Land is by private negotiated agreement between the
17 County and the Seller.

18 SECTION 3. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
19 HARFORD COUNTY, MARYLAND, That the Installment Purchase Agreement
20 shall be signed by the County Executive of the County (the "County
21 Executive") by her manual signature, and the Installment Purchase
22 Agreement shall bear the corporate seal of the County, attested by
23 the manual signature of the Director of Administration of the
24 County (the "Director of Administration"). In the event that any
25 officer whose signature shall appear on the Installment Purchase
26 Agreement shall cease to be such officer before the delivery of the

1 Installment Purchase Agreement, such signature shall nevertheless
2 be valid and sufficient for all purposes, the same as if such
3 officer had remained in office until delivery.

4 SECTION 4. AND BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
5 HARFORD COUNTY, MARYLAND, That the County Executive and the
6 Treasurer are hereby authorized, prior to execution and delivery of
7 the Installment Purchase Agreement, to make such changes or
8 modifications in the form of the Installment Purchase Agreement
9 attached hereto as Exhibit C as may be required or deemed
10 appropriate by them in order to accomplish the purpose of the
11 transactions (including, but not limited to, determining the
12 portion of the Purchase Price to be paid in cash on the Closing
13 Date and establishment of interest and principal payment dates in
14 each year that the Installment Purchase Agreement is outstanding)
15 authorized by this Ordinance; provided that such changes shall be
16 within the scope of the transactions authorized by this Ordinance
17 and the execution of the Installment Purchase Agreement by the
18 County Executive shall be conclusive evidence of the approval by
19 the County Executive of all changes or modifications in the form of
20 the Installment Purchase Agreement and shall thereupon become
21 binding upon the County in accordance with its terms, as authorized
22 by Section 524 of the Charter and the Authorizing Act
23 (collectively, the "Enabling Legislation"), and as provided for in
24 this Ordinance.

25 SECTION 5. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
26 HARFORD COUNTY, MARYLAND, That the County Executive, the Director

1 of Administration, the Treasurer of the County and other officials
2 of the County are hereby authorized and empowered to do all such
3 acts and things and to execute, acknowledge, seal and deliver such
4 documents (including a Tax Certificate and Compliance Agreement)
5 and certificates as the County Executive may determine to be
6 necessary to carry out and comply with the provisions of this
7 Ordinance subject to the limitations set forth in the Enabling
8 Legislation and any limitations set forth in this Ordinance.

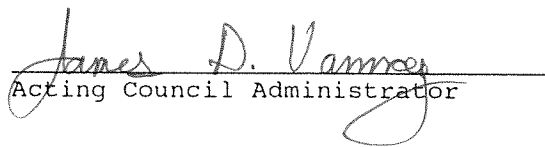
9 SECTION 6. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
10 HARFORD COUNTY, MARYLAND, That the Treasurer of the County is
11 hereby designated and appointed as registrar and paying agent for
12 the Installment Purchase Agreement (the "Registrar"). The
13 Registrar shall maintain, or cause to be maintained, books of the
14 County for the registration and transfer of ownership of the
15 Installment Purchase Agreement. In addition, the County may, from
16 time to time, designate and appoint the Department of the Treasury
17 of the County, any officer or employee of the County or one or more
18 banks, trust companies, corporations or other financial
19 institutions to act as a substitute or alternate registrar or
20 paying agent for the Installment Purchase Agreement, and any such
21 substitute or alternate shall be deemed to be the Registrar or an
22 alternate Registrar for all purposes specified in the resolution
23 appointing such substitute or alternate. Any such appointment
24 shall be made by the County Council by resolution and the exercise
25 of such power of appointment, no matter how often, shall not be an
26 exhaustion thereof.

1 SECTION 7. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
2 HARFORD COUNTY, MARYLAND, That for the purpose of paying the
3 installments of the Purchase Price when due and payable and the
4 interest on the unpaid portion of the Purchase Price when due and
5 payable, there is hereby levied, and there shall hereafter be
6 levied in each fiscal year that any portion of the Purchase Price
7 payable under the Installment Purchase Agreement remains
8 outstanding, *ad valorem* taxes on real and tangible personal
9 property and intangible property subject to taxation by the County,
10 without limitation of rate or amount, and, in addition, upon such
11 other intangible property as may be subject to taxation by the
12 County within limitations prescribed by law, in an amount
13 sufficient, together with the portion of the transfer tax imposed
14 on transfers of real property in Harford County which is dedicated
15 to agricultural land preservation and other available funds, to pay
16 any installment of the Purchase Price under the Installment
17 Purchase Agreement maturing during the succeeding year and to pay
18 the annual interest on the outstanding balance of the Purchase
19 Price until all of the Purchase Price under the Installment
20 Purchase Agreement and such interest have been paid in full; and
21 the full faith and credit and the unlimited taxing power of the
22 County are hereby irrevocably pledged to the punctual payment of
23 the Purchase Price under the Installment Purchase Agreement and the
24 interest on the unpaid balance of the Purchase Price as and when
25 the same respectively become due and payable.

1 SECTION 8. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
2 HARFORD COUNTY, MARYLAND, That this Ordinance shall take effect
3 sixty (60) calendar days after it becomes law.

EFFECTIVE: March 13, 1998

The Acting Council Administrator of the Council
does hereby certify that fifteen (15) copies of
this Bill are immediately available for
distribution to the public and the press.


Acting Council Administrator

TL\MC\AGLAND\MARTIN.ORD
December 4, 1997

HARFORD COUNTY BILL NO. 97-65(Brief Title) Agricultural Land Preservation -Martin Property

is herewith submitted to the County Council of Harford County for enrollment as being the text as finally passed.

CERTIFIED TRUE AND CORRECT

ENROLLED

James D. Vannoy
Acting Council AdministratorLoanne S. Parrott
President of the CouncilDate January 6, 1998Date Jan. 6, 1998

BY THE COUNCIL

Read the third time.

Passed: LSD 98-1 (January 6, 1998)

Failed of Passage: _____

By Order

James D. Vannoy
Acting Council Administrator

Sealed with the County Seal and presented to the County Executive for approval this 8th day of January, 1998 at 3:00 p.m.

James D. Vannoy
Acting Council Administrator

BY THE EXECUTIVE

Eileen M. Rehimann
COUNTY EXECUTIVEAPPROVED: Date January 12, 1998

BY THE COUNCIL

This Bill (No. 97-65), having been approved by the Executive and returned to the Council, becomes law on January 12, 1998.

James D. Vannoy
Acting Council Administrator

EFFECTIVE DATE: March 13, 1998